

AGREEMENT

between

**LABOR RELATIONS DIVISION OF THE
MARYLAND CHAPTER OF THE
ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.**

and

**OPERATIVE PLASTERERS' AND CEMENT MASONS'
INTERNATIONAL ASSOCIATION, LOCAL NO. 891, AREA NO. 43**

EFFECTIVE DATE April 1, 2002 THROUGH MARCH 31, 2005

THIS AGREEMENT is made and entered into by and between the LABOR RELATIONS DIVISION OF THE MARYLAND CHAPTER OF THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC., hereinafter "Labor Relations Division", acting as the collective bargaining agent for the contractors that have given the Labor Relations Division written authorization to represent them for purposes of collective bargaining, said contractors being referred to hereinafter both collectively and individually as the "Employer" or "Employers", and OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION, LOCAL NO. 891, AREA NO. 43, recognized as the bargaining agent for the Cement Masons in this area, hereinafter referred to as the "Union."

Whereas, it is the intent and purpose of the parties hereto to improve relations between Employers, the Union and employees, and to establish an understanding relative to rates of

pay, hours of work and other conditions so that the Employers, the Union and employees may all profit from fair and stable conditions in the industry which will result therefrom, and

Therefore, in consideration of the mutual promises herein set forth, the Employers and the Union hereby agree as follows:

ARTICLE I

UNION AND EMPLOYER RECOGNITION

(a) The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for Cement Masons and Cement Mason Apprentices for cement finishing and related work as covered by the trade jurisdiction belonging to the Union as awarded by the Building and Construction Trades Department of the AFL-CIO.

The Union's claim of jurisdiction extends over the following: All concrete construction, including foremanship of same, such as buildings, bridges, silos, elevators, smoke stacks, curbs and gutters, sidewalks, streets and roads, paving, alleys and roofs, or mass or reinforced concrete slabs and all flat surfaces of cement, rock asphalt, the laying and spreading and finishing of all types of bituminous concrete including all types of asphalt floors and pavements, the operating and control of all types of Vacuum Mats used in the drying of cement floors in preparing same for finish, the operation of power driven floats and troweling machines, all sandblasting of exposed aggregate and concrete and cleaning by whatever process and the cutting of all joints either

on floors, sidewalks or curbs shall be the work of the Cement Mason. Mastic flooring, whether laid free hand or in precast form on the job; otherwise known as asphalt or mastic tile, and all other types of resilient floor covering the finishing or washing of all concrete construction, using any color pigment when mixed with cement in any other form -- mosaic and nail coat whether done by brush, broom, trowel, float or any other process including operation of machine for scoring floors, or any purpose they may be used for in connection with Cement Mason's trade. The rodding, spreading and tampering of all concrete and the spreading and finishing of all top materials, sill, copings, steps, stairs, and risers and running all cement, and plastic material 6" base or less shall be the work of the Cement Masons, all preparatory work on concrete construction to be finished, or rubbed, such as cutting of nails, wires, wall ties, etc., patching, brushing, chipping and bush hammering, rubbing or grinding if done by machine, or setting of all strips, screed, stakes and grades and sidewalk and curb forms. All glass set in cement. The point and patching and caulking around all steel or metal window frames that touch concrete. The laying and finishing of Gypsum Material Roof. All dry packing, grouting and finishing in connection with setting all machinery such as engines, pumps, generators, air compressors, tanks and so forth, that is set on concrete foundations. All prefabricated and prestressed concrete construction on the job site

and in the shop, including the supervision of same, such as sidewalks, stairs, floor slabs, beams, joints, walls and columns, also the screening, finishing, rubbing, grouting, pointing and patching of same.

The curing of finished concrete wherever necessary, whether by chemical compounds or otherwise, shall be part of the jurisdiction of Cement Masons.

The spreading, screeding, darbying, trowel finishing of all types of magnesium oxychloride cement composition floors shall be the work of the magnesite composition cement mason including all type of oxychloride granolithic or terrazzo composition floors, hand grinding or machine grinding; the preparation of all sub-flooring surfaces, bonding; the preparation and installation of ground or base courses, steps and cove base. All magnesite composition installation work of the O.P. & C.M.I.A. shall be done under the supervision of a competent and qualified magnesite composition cement mason.

The Cement Masons claim the application of the floor leveling product Ardex, and any other product for poured flashing and self-leveling material.

Cement Masons claim the waterproofing of all work included in their jurisdiction, such as Thoroseal, Ironite, Plasterweld and any similar products, regardless of the tools used

or the method of application, or color of materials used and regardless of the type of base these materials may be applied to.

Cement finishers shall be employed to set all screed rails used on bridge construction. Finishers shall also be employed in connection with the curing of concrete bridge decks.

^(b) The Union recognizes the Labor Relations Division of the Maryland Chapter of the Associated General Contractors of America, Inc., as the sole bargaining agent for the Employers.

ARTICLE II

UNION SECURITY

1. It shall be a condition of employment that all employees of the Employers covered by this Agreement who are members of the Union on the execution date of this Agreement shall remain members and those who are not members on the execution date of this Agreement, shall on or after the eighth day following the date of execution of this Agreement, become and remain members of the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the execution date shall, on or after the eighth working date following the beginning of such employment become and remain members of the Union. For the purpose of this Section, "union membership" shall mean that an employee tenders the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in the Union to the extent permitted by law.

2. The failure of any person to become a member of the Union or to maintain his membership in good standing in accordance with the terms of this Agreement shall obligate his Employer, upon notice from the Union to such effect, to discharge the person from his employ subject to the provisions of Section 3 of this Article and subject to the Union giving the person the notices required by law.

3. The employer shall not discriminate against an employee for non-membership in the Union:

(a) if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to the other members, or

(b) if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

ARTICLE III

WAGE RATES AND DEDUCTIONS

1. The wage rates per hour for cement masons shall be effective the first full pay period after:

	<u>Journeyman</u>	<u>Foreman</u>
April 1, 2002	\$20.95	\$21.95
April 1, 2003	*	*
April 1, 2004	**	**

* Effective 04-01-03 employees will receive an hourly increase of \$.75 which is to be allocated between wages and benefits as determined by the Union after consultation with the Employer.

** Effective 04-01-04 employees will receive an hourly increase of \$.75 which is to be allocated between wages and benefits as determined by the Union after consultation with the Employer.

A twenty-five cent (25¢) per hour premium shall be paid those employees working with two inch (2") slump/slip form work. All floors finished on the next day following the pour shall be at 1 ½ times the straight time rate. It is entirely up to the foreman to determine how many men will be needed to finish a floor poured the previous day.

2. In accordance with the terms of an individual and voluntary written authorization for checkoff of membership dues or assessments in a form agreed upon by the parties hereto and permitted by the provision of Section 302(c) of the Labor Management Relations Act, as amended, the Employers agree to deduct from the wages of each employee covered by this agreement, who signs said authorization, an amount equal to 5% of the journeyman mason gross pay for each and every hour worked by said employee

plus Four Cents (\$.04) for Building Trades dues. The amount deducted during the month shall be remitted to the Construction Workers Trust Fund by the twentieth (20th) day of the following month together with a statement setting forth the name and hours worked by each employee from whose wages the deduction is made and a copy of said statement shall also be furnished by the Employers directly to the Baltimore Building and Construction Trades Council, AFL-CIO.

3. The Employer agrees to deduct from the wages of each employee covered by this Agreement who signs an appropriate authorization, One Dollar and Fifty-Five cents (\$1.55) for each and every hour worked for the Savings Fund. The amount deducted during the month shall be remitted to the Construction Workers Trust Fund by the twentieth (20th) day of the following month together with a statement setting forth the name and hours worked for each employee from whose wages the deduction is made.

There will be a penalty of 10% with a minimum of \$10.00 each on Savings Fund and Check-Off if payment is not made by the twentieth (20th) of the following month. Employers shall put up a \$2,000.00 Bond to cover payment of funds into the fringe benefit plans. Said Bond should be made out in care of the Construction Workers Trust Fund. This Bond, however, does not relieve the Employer of filing regular payments and reports as required by this Article.

ARTICLE IV

FRINGE BENEFITS

1. Effective the first full payroll after April 1, 2002, each Employer shall pay to the Construction Workers Trust Fund for Health and Welfare One Dollar (\$1.00) per hour for each and every hour worked by each employee of the Employer whose work falls within the jurisdiction claimed by the Union, whether or not such employee is a member of the Union. In addition, upon written notification by the Union, the Employer shall deduct from the wages of each employee covered by the Agreement (who signs an appropriate authorization) such sum for each and every hour worked as, together with the Employer's contribution, shall equal the hourly rate of Health and Welfare payment required by the Construction Workers Trust Fund for the Union and amounts so deducted shall be remitted to the Construction Workers Trust Fund.

2. Each Employer shall enter into an Agreement with the Union for such payments to the Construction Workers Trust Fund, a copy of which is annexed hereto, the provisions of which are incorporated herein by reference, and breach of said Health and Welfare Agreement by an Employer shall constitute a breach of this Agreement on his part.

3. During the term of this Agreement, each Employer shall pay One Dollar and Twenty-Five Cents (\$1.25) per hour into a Pension Plan for each and every hour worked by each

employee of the Employer whose work falls within the jurisdiction claimed by the Union, whether or not such employee is a member of the Union.

4. On and after the first payroll period after April 1, 2002, each employer shall pay Twelve Cents (\$.12) per hour for each and every hour worked by the employee to the Construction Industry Advancement Program of Baltimore, Maryland (CIAP), as outlined in Article VIII of this Contract.

5. On and after the first payroll period after April 1, 2002, each employer shall pay Thirty-one Cents (\$.31) per hour for each and every hour worked by an employee covered by this Agreement to the Cement Masons Joint Apprenticeship Fund.

6. Commencing with the first payroll period after April 1, 2002, the Employer shall contribute Two Cents (\$.02) per hour for each and every hour worked by an employee covered by this Agreement to the Labor-Management Committee.

7. Commencing with the first payroll period after April 1, 2002, the Employer shall pay One Dollar and Seventy-five Cents (\$1.75) per hour for each and every hour worked by an employee covered by this Agreement to the Cement Masons Annuity Fund.

8. All payments required by this Article must be submitted weekly to the Shop Steward on the job, unless permission to submit same on a monthly basis and/or to submit by mail directly to the Funds Office is granted by the Trustees of the various

funds. All members of the Labor Relations Division of the Maryland Chapter of the Associated General Contractors of America, Inc. and its affiliated organizations will submit payments and forms by mail to the various funds on a monthly basis.

9. In order to maintain union wages on jobs requiring prevailing wages, each Employer must furnish monthly, the wage rate paid and the number of men employed on each job in the Building Trades Council's jurisdiction. The forms for this information are supplied by the Building Trades Council.

10. The wage rates and contribution rates required by this Agreement shall be:

	Effective First Full payroll After		
	<u>4-1-02</u>	<u>4-1-03</u>	<u>4-1-04</u>
Journeyman Wages	\$20.95	*	**
Foreman Wages	21.95	*	**
Health & Welfare	1.00	*	**
Pension	1.25	*	**
CIAP	.12	.12	.12
Apprenticeship Fund	.31	*	**
Labor Management Committee	.02	.02	.02
Annuity	1.75	*	**

* Effective 04-01-03 employees will receive an hourly increase of \$.75 which is to be allocated between wages and benefits as determined by the Union after consultation with the Employer.

** Effective 04-01-04 employees will receive an hourly increase of \$.75 which is to be allocated between wages and benefits as determined by the Union after consultation with the Employer.

ARTICLE V

APPRENTICE WAGE AND WORKING CONDITIONS

1. Apprentices will receive percentages based on the journeyman rate of pay being paid on the project he/she is working as set forth in 2 below.

2. Minimum wages paid apprentices who executed an indenture after April 1, 2002, shall be a percentage of the journeyman's rate as follows:

	Hours	School	
First six months and	650-900	70	70%
Second six months and	901-1800	140	75%
Third six months	1801-2500	210	80%
Fourth six months and	2501-3000	280	85%
Fifth six months and	3001-3500	350	90%
Sixth six months and	3501-3900	420	95%

3. An apprentice must serve the period of time and the number of hours set forth above in order to receive the next succeeding wage as certified by the Joint Apprenticeship Committee.

4. Apprentices shall be required to use only the standard tools pertinent to the trade.

5. At no time shall an apprentice be allowed to work on the job alone.

6. Any problems of further interpretation on the aforesaid shall be referred to the Joint Apprenticeship Committee.

7. The ratio of apprentices to journeymen shall be on the basis of one (1) apprentice to each three (3) journeymen employed throughout the year.

ARTICLE VI

PAY DAYS

The employees shall be paid wages once each week on the job not later than 4:00 p.m. Overtime wages shall be paid for all time after the aforementioned hour that the employee is required to go to the office or shop for his money. One hour time shall be allowed to permit him to travel to the office for his money.

ARTICLE VII

HOURS

1. Eight (8) hours shall constitute a regular day's work commencing 7:30 a.m. and ending 4:00 p.m. Monday through Sunday unless otherwise agreed. Employees shall be allowed a regular lunch period of one half (1/2) hour between 11:30 a.m. and 1:30 p.m. Any employee required to work beyond 1:30 p.m. without a lunch period shall receive one hour's pay for the one half (1/2) hour lunch period.

2. Any employee working between 7:30 a.m. and 4:00 p.m. (regardless of number of hours) shall receive not less than eight (8) hours pay, unless prevented by an Act of providence.

a. If a contractor insists on pouring concrete in inclement weather, and the men agree, the men shall be guaranteed eight (8) hours.

b. No show-up time will be paid because of inclement weather. However, there will be two (2) hours show-up time paid unless cancelled by 7:00 a.m., for reasons other than inclement weather which are not a fault of the cement masons.

3. There shall be a cement mason present on the pouring of all concrete providing cement masons' tools are needed to complete work.

4. When shift work is required, the day shift will work eight (8) hours for eight (8) hours pay, the swing shift will work eight (8) hours for eight (8) hours pay, and the graveyard shift will work seven (7) hours for eight (8) hours pay. All hours in excess of eight (8) hours worked in a shift shall be at one and one-half (1 1/2) time.

5. Any employee reporting for work or working under the influence of liquor, drugs, controlled or illegal substances, or any other similar conditions rendering him incompetent to perform his designated work, shall be stopped from working and shall not be entitled to any remuneration whatsoever. No employee shall be discharged or disciplined under this section without just cause.

6. Employees assigned to jobs by Cement Masons Local No. 43 from 6:30 to 6:45 a.m. will be on the job site and ready to be

signed up by at least 7:30 a.m. or their time will start when they arrive and are ready for work regardless of whether they get lost or break down.

7. Any member who is fired, dismissed or quits or is in violation of working rules on three different occasions is subject to suspension. If a member is suspended twice he will be expelled from the Local.

8. Employees covered by this Agreement shall commence work with starting time or beginning of the shift as determined by the Employer and shall help in the preparation for the pour and placement of concrete until the surface is ready for finishing.

ARTICLE VIII

OVERTIME

1. All weekday overtime shall be paid for on the basis of one and one-half (1 1/2) times the straight time rate.

2. All Saturday work shall be paid at time and one-half with a minimum of eight (8) hours at time and one-half.

3. All Sunday work shall be paid at double time with a guarantee of four (4) hours.

4. All Holidays to be at double time with a guarantee of four (4) hours.

5. Employees who have worked on one job during the day shall not be permitted to transfer to another job for the purpose of working overtime when there are men available for employment on

the overtime job. Such overtime shall, where practicable, be equally distributed among unemployed workmen.

6. Where overtime is required as a routine practice by an Employer outside the regular working hours established by this Agreement and where workmen are unemployed and available for employment; such overtime shall be distributed fairly as possible among the unemployed. The term "unemployed" shall be defined in this Agreement as meaning a workman who has not been employed by an Employer during the same twenty-four (24) hour period in which the overtime is required.

7. Where the overtime required is other than routine, the Employer is permitted to work his own employees regardless of whether there are unemployed workmen available or not.

8. Supper hour of one-half (1/2) hour duration will be granted where an excess of four (4) hours overtime is required.

9. When an employee is required to work around the clock, all time in a continuous period after the first period of straight time shall be one and one-half (1 1/2) times, with Sunday at double-time.

ARTICLE IX

HOLIDAYS

The following days, or the days celebrated as such shall be recognized as legal holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

ARTICLE X

FOREMEN AND STEWARDS

1. When two or more, but ten or less, cement finishers are employed on any one job, one finisher shall be designated as a foreman and be paid the foreman rate. The Employer, at his option, may require the foreman to be a working foreman. There shall be an additional foreman for each additional twenty cement masons employed on the job. In the event there shall be more than one foreman on the job, the first shall be the general foremen and the others shall be deputy foremen. When there are two or more cement masons on the job one should be Steward. His duties shall be to see that the provisions of the Agreement are complied with and he shall be allowed reasonable time to perform said duties during the normal working hours. The shop steward shall be the last man working on the job and the first man called back, other than the foreman. He shall not be dismissed for performing his duties.

2. On any job where there is a requirement for two or more foremen, one of these foremen shall be a general foreman. If an Employer employs a foreman or general foreman to oversee foremen on two or more job sites, these foremen shall not have their rates reduced when the said overseeing foreman visits the job site, regardless of the length of the said visit. The Employer will negotiate with the general foreman for wages and conditions.

3. Foremen shall be advised as to the use of accelerators in concrete.

ARTICLE XI

BUSINESS REPRESENTATIVE

1. The employers agree that the business agent or other representative of the Union may have access to their jobs during working hours for the purpose of conducting Union business with cement masons in connection with this Agreement only. The business agent or other representative shall not interfere with employees in the performance of their work. No liability is assumed by the employers for injury to business agents or other representatives of the Union.

2. If the Employer is the manufacturer, owner or buyer of a cement finishing machine, the purpose of which is the finishing or floating of concrete floors, then the operation of such machine shall be the work of the cement masons. Sufficient men will be required to precede the operation of the machine in order that a proper slab may be completed. When a floor has to be steel troweled, the last finish shall be by hand. There shall be no limitation as to the amount of work a man shall perform during his working day. Each man shall do a fair and honest day's work.

ARTICLE XII

TOOLS AND LOCKERS

Employers shall provide a safe shanty room for Cement Masons to store their tools and clothes while employed on their job, and when necessary the Employer shall furnish heat to the place so provided. Employers shall furnish good straight edges, darbys and other facilities necessary to do good work. Where there is excessive chipping, grinding and brushing to be done, the Employer shall furnish goggles, respirators, carborundum stones and brushes. Employers shall furnish raincoats when necessary.

ARTICLE XIII

SALAMANDERS, DRINKING WATER AND COFFEE BREAKS

It is agreed and understood by the parties hereto that no cement mason shall be required to work where open salamanders, gasoline, oil or any torch which is injurious to the health of the cement masons are used.

There shall be drinking water on the job at all times in a convenient location.

All cement masons shall have ten minutes for coffee break in the morning, providing employee has coffee break in immediate work area.

ARTICLE XIV

UNION RESPONSIBILITY

1. The employers agree that they will not hold the Union liable for any acts of employees in the bargaining unit not authorized by said Union. The Union agrees that it will, on written request of the employer, notify the Employer within forty-eight (48) hours after the receipt of said request, whether the act of employee or employees in the bargaining unit so complained of was or was not authorized, and if not authorized, the Union agrees that it will take immediate steps to rectify the situation complained of. In consideration of the foregoing, the Union and Employer agree that no stoppage of work or any strikes or lockouts of either party shall be entered into, pending any dispute being investigated and all peaceable means taken to bring about a settlement. It is agreed by the parties hereto that in the event they are unable to settle jurisdictional disputes on the local level, they will submit the same to the National Joint Board for the Settlement of Jurisdictional Disputes in the Building and Construction Industry, and abide by the decision of the Board.

2. When the Jurisdictional Disputes Agreement is finalized by the National Building Trades Council and the National AGC, this Clause will be inserted into the Agreement and their Contract, and their procedure will be followed. (This is with the

understanding that this program must be approved by the Cement Masons International.)

ARTICLE XV

NO STRIKE, LOCKOUT, GRIEVANCES AND ARBITRATION

1. During the term of this Agreement and any renewals or extensions hereof, the Union shall not engage in, sanction or condone any work stoppage or work disruption on any job in which any contractor bound by this Agreement is engaged, whether by strike, slow down or other disruptive practice, except for failure of Employer to pay wage rates and fringe benefits provided for in this Agreement, and the Employee shall not engage in any lockout.

2. It is the express desire of both the Employers and the Union to have uniform interpretation of all provisions of this Agreement. Therefore, a permanent Committee consisting of at least two (2) members appointed by the Maryland Chapter of the Associated General Contractors of America, Inc. and at least two (2) members appointed by the Union. At the written request of any member of the Committee, the Union, or the Employer subject to this Agreement, the Committee shall meet within ten (10) working days of receipt of such written request, unless such time period is extended by written agreement between the Chairman and Secretary of the Committee. It shall be the function of the Committee to attempt to resolve any dispute involving the application or interpretation of any provision of the Agreement which is presented

to it by written request to meet. Any decision made by the Committee shall be permanently recorded and uniformly applied by the Union and all Employers subject to this Agreement. It is understood that this Committee will in no way participate in any attempt to solve jurisdictional disputes.

In the event the Committee cannot resolve a dispute within five (5) working days from the beginning of its meeting, or if the Committee fails or refuses to meet within the time period set forth above, either the Employer involved in the dispute or the Union, but only the Employer involved or the Union, may submit the matter to arbitration by written notice to the other party, provided said notice is given within five (5) working days after either of the above described five (5) working day periods. Within five (5) working days after said notice of arbitration is given, the Employer involved and the Union shall appoint a mutually acceptable arbitrator to hear and determine the dispute. If either the Employer involved or the Union fails or refuses to cooperate in appointing an arbitrator within said five (5) working day period, or if the parties are unable to agree upon an arbitrator within said five (5) working day period, or if the mutually agreeable arbitrator cannot hear and determine the dispute within ten (10) days after his appointment, either the Employer involved or the Union may apply to the American Arbitration Association for a list of seven (7) arbitrators from which an arbitrator shall be chosen

within twenty-four (24) hours of receipt of the list by each party alternately striking names until one (1) name remains. The arbitrator so chosen shall hear and determine the dispute within thirty (30) days from the date of his appointment, if at all possible, and the parties shall cooperate in every way necessary to assist the arbitrator in facilitating the disposition of the matter.

It is understood and agreed that if either the Employer involved or the Union fails or refuses to cooperate in selecting an arbitrator from the list submitted to the American Arbitration Association in compliance with the procedure set forth above, the other party may unilaterally select an arbitrator from such list submitted by the American Arbitration Association and, provided that written notice of such selection and the date, time and place of hearing is given to the refusing party, said arbitrator, even though unilaterally selected, is hereby granted the authority to hear and determine the dispute and his decision shall be final and binding as if both parties had participated fully as allowed hereunder whether or not one of them fails to do so.

The fee and expense shall be shared equally by the Employer involved and the Union and the Arbitrator's decision shall be final and binding on both parties.

It is understood and agreed that in the event the arbitrator decides that the Employer involved or the Union has

violated any of the provisions of this Agreement, the arbitrator may prescribe any relief which he deems appropriate, including damages and injunctive relief of a cease and desist or other nature. Either party may seek appropriate judicial relief to enforce the ruling of the arbitrator.

ARTICLE XVI

LAYOFF

Any Cement Mason being laid off shall work until quitting time. He shall be paid on the job or collect one hours pay for going to the office to collect his money.

ARTICLE XVII

GEOGRAPHICAL JURISDICTION OF AREA NO. 43

The jurisdiction of Area No. 43 shall extend over all of Baltimore City; Baltimore, Carroll, Frederick, Howard, Harford and Anne Arundel Counties, and that portion of Cecil County which lies west and south of a line starting at the intersection of Chester County, Pennsylvania and the Maryland State line to a halfway point between North East and Elkton to the Delaware State line. The Southern boundary of this section being the Sassafras River to the Delaware State line, also that part of prince George's County which lies north of the center of the City of Laurel, except the District Training School.

ARTICLE XVIII

CONSTRUCTION INDUSTRY ADVANCEMENT PROGRAM

1. In recognition of and the need for providing a means whereby Construction Industry Employers can facilitate and supplement the financing of their activities, which include but are not limited to public relations, public education as applied to the construction industry, educational guidance activities, scholarships, accident prevention, disaster relief, employer expenses incurred in the promotion of stability of relations between labor and management, and other construction industry activities engaged in from time to time, such as promotion of legitimate markets, standardization of contracts, and research, the parties hereto agree:

(a) Effective the first payroll period after April 1, 2002, each Employer shall pay to the Construction Industry Advancement program of Baltimore, Maryland (hereinafter called the "CIAP") the sum of Twelve Cents (\$.12) for each hour worked by each employee covered by the terms of this Agreement. Said sum shall be paid to the CIAP Board consisting solely of representatives designated by the Maryland Chapter of the Associated General Contractors of America, Inc. and by Employers who are not members of the Chapter but who have become subject to the provisions of this Article by executing or adopting a collective bargaining agreement requiring the payment of contributions to the CIAP.

Payments to the CIAP shall be due and payable to the Cement Masons Local No. 891, Area No. 43 Benefit Funds office, as the collecting agent designated by the CIAP, monthly by the twentieth (20th) day of the month next succeeding the month for which said sum is payable. Said funds shall be used for the purpose hereinabove stated including the administrative expenses incurred by the CIAP.

(b) The Employers recognize and acknowledge that the regular and prompt payment of the sums due the CIAP under this Article is essential to the operation of the CIAP, and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to the CIAP which would result from the failure of any employer to make such payments within the time provided, therefore, the amount of damage resulting from each and every such failure shall be presumed to be the sum of \$10.00 per delinquency or 10% of the amount of the payment due, whichever is greater, plus interest on the amount of the payment due at the rate of one and one-half percent (1 1/2%) per month or the maximum permitted by law until paid, which amount shall become due and payable as liquidated damages, and not as a penalty, upon the day immediately following the date on which the payment becomes delinquent and shall be in addition to said delinquent payment. Such delinquent Employers shall also be liable for all reasonable expenses incurred by the CIAP directly attributable to the cost of

collection (including a reasonable attorney's fee) of said delinquent payments.

2. The Union shall be under no obligation to strike for the purpose of compelling any Employer to participate in the CIAP. It is specifically understood that the Union will not be required nor called upon to enforce the collection of the aforesaid payments. Monies collected by the CIAP shall not be used for lobbying or sponsoring any legislation detrimental to the Union nor shall any such monies be prorated to any individual Employer during a strike or lockout. In no instance shall any of the foregoing funds be used for advertising or propaganda against the Union. This Article shall be applicable only to an Employer who is subject to the terms, conditions and wages covered by this Agreement.

3. The establishment of this program is subject to all applicable Federal and State laws.

4. The Union shall furnish to the CIAP regularly and currently the names of contractors who are signatory to this Agreement.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

1. Employees shall be in their working clothes and prepared to go to work at the starting times specified in the collective bargaining agreement and there shall be no changing of clothes or other preparation for work after said starting time.

Employees shall remain at their place of work until quitting time except for lunch periods. Coffee breaks shall be taken by the employees at their place of work and there shall be no excessive coffee breaks and no excessive lunch breaks. This will be strictly enforced by the employer's principal supervisor on the job.

2. Featherbedding or attempted featherbedding shall not be tolerated.

3. When the Union does not furnish qualified employees within thirty-six (36) hours after request from the Employer (excluding Saturday, Sunday and Holidays), the Employer shall be free to hire employees from any source he desires.

4. It is agreed that overtime is undesirable and not in the best interests of the industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum.

5. If the Employer so elects, he may establish shift work at the rate of pay provided in the applicable collective bargaining agreement. If the agreement does not provide a rate of pay for shift work, the Employer and Union involved shall negotiate and agree upon the rate of pay for shift work. The Employer, in his sole discretion, shall decide the number of employees to assign to each of the shifts which he establishes and shall have the right

to employ only employees in the crafts needed to perform the work to be done on the shifts.

6. Practices not a part of terms and conditions of collective bargaining agreements will not be recognized.

7. It is agreed that representatives of the Union and the Labor Relations Division of the Maryland Chapter of the Associated General Contractors of America, Inc., shall meet on special occasions if required, to discuss problems of mutual concern to both parties.

ARTICLE XX

SAVINGS CLAUSE

If any provision or section of this Agreement should be held invalid by operation of law or any court or tribunal or by legislative action, whether Federal, State or provincial, the remainder of this Agreement, or the application of such section or provisions to person or circumstances other than those as to which it has been held invalid, shall not be affected hereby.

ARTICLE XXI

DRUG AND ALCOHOL POLICY

Except in those situations in which an owner, construction manager and/or developer requires an Employer signatory to this Agreement to adopt a different policy in order to bid upon and/or work upon a project of that owner, construction manager and/or developer, the drug and alcohol policy, commonly

referred to as the Drug and Alcohol Policy For The Shot Tower Line and Stations project, which the signatory Employers and the Union have agreed upon and signed at the time of the signing of this Agreement shall be in full force and effect for duration of this Agreement as if specifically written into and made a part of this Agreement. In those situations in which an owner, construction manager and/or developer requires a different policy, that policy shall apply to that project only.

ARTICLE XXII

EQUAL EMPLOYMENT OPPORTUNITY

The parties hereby agree that they will not, either jointly or individually, discriminate in regard to hire, tenure, promotion or other terms or conditions of employment against any individual on the basis of race, color, religion, sex, age, national origin, marital status, or physical or mental handicap to the extent required by law.

ARTICLE XXIII

SUBCONTRACTING

The Employer agrees to sublet work only to contractors signatory to this Agreement, in connection with work normally performed by Cement Masons.

ARTICLE XXIV

DURATION OF AGREEMENT

The agreement shall become effective April 1, 2002, and shall continue in full force until March 31, 2005, and thereafter, for yearly periods unless written notice to terminate or modify the Agreement is given by the Employer to the Union, or by the Union to the Employer at least sixty (60) days prior to the expiration date or succeeding yearly periods.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 26 day of APRIL, 2002.

LABOR RELATIONS DIVISION OF THE MARYLAND CHAPTER OF THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.

Stephen T. Kimball
Stephen T. Kimball, Chairman, Labor Committee

OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION,
LOCAL NO. 891, AREA NO. 43

Keith A. Hickman
Business Manager Local 891 Area 43